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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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Kenneth E. Flick

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ALLEN, DYER, DOPPELT, MILBRATH & GILCHRIST P.A.
1401 CITRUS CENTER 255 SOUTH ORANGE AVENUE
P.O. BOX 3791
ORLANDO, FL 32802-3791

EXAMINER

BROOKS, MATTHEW L

ART UNIT

PAPER NUMBER

3629

SHORTENED STATUTORY PERIOD OF RESPONSE	MAIL DATE	DELIVERY MODE
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3 MONTHS

12/21/2006

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary	Application No.	Applicant(s)	
	10/085,403	FLICK, KENNETH E.	
	Examiner	Art Unit	
	Matthew L. Brooks	3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 October 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-32 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-32 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Claim Rejections - 35 USC § 112

1. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

2. With respect to claim 3, the claim fails to further limit claim 1; because in the step of installing as in claim 1, is already performed prior to the negotiating.
3. With respect to claim 4, it is indefinite. Claim 1 sets out a series of steps to "provide" a package to a customer. If the applicant wants another method of "providing" wherein installing step comes after negotiating step, it should be claimed as such.
4. Claim 6 "...the different entities and based on the negotiated price..." makes little sense to Examiner and is indefinite.
5. Claim 8 is indefinite, due to the fact that claim 1 is a "method for providing" then Applicant lists three steps that occur. Examiner has take the position based upon the claims that as soon as the universal remote control device has been wirelessly enabled that the "providing" is complete. It appears in the claim 8 that the Applicant is stating that the wirelessly enabling and providing are two separate and distinct steps. IF that were to be the case then claim 1, would be followed with a 112 2nd rejection of missing an essential step; that of "providing". However for purposes of examination Examiner has interpreted the "wirelessly enabling" to be the completion of the method of providing.

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6. Claim 9 is rejected because there is a lack of antecedent basis for "*the* vehicle dealer". Further it is rejected because in claim 1 the installing step is before the negotiating step.

Claim Rejections - 35 USC § 102

7. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

8. **Claims 1-32** are rejected under 35 U.S.C. 102(e) as being anticipated by Patent No.: 6,526,335 (Treyz).

9. With respect to **Claim 1**: Treyz discloses:

A method of providing a customer-selected remote control feature package in a vehicle, the method comprising:

(a) installing a universal remote control device in the vehicle (Fig 7), the universal remote control device comprising a controller and a wireless receiver cooperating therewith for permitting wireless enabling the customer-selected remote control feature package from among a plurality of possible remote control feature packages (Fig 17);

(b) negotiating sale or lease of the vehicle with the customer and comprising

(i) offering the plurality of possible remote control feature packages the customer (Fig 12 and Fig 14), and

(ii) accepting an order for the customer-selected remote control feature package from the customer (Fig 12 and Fig 14); and

(c) wirelessly enabling the customer-selected remote control feature package for the universal remote control device (Fig 12 and Fig 14).

10. With respect to **Claim 16**: Treyz discloses:

A method of providing a customer-selected remote control feature package in a vehicle, the method comprising:

All of limitations as discussed in claim 1 above plus

(e) wherein providing, installing, negotiating and wirelessly enabling are performed by a plurality of different entities and further comprising sharing revenue among the different entities based on the negotiated customer-selected remote control feature package (This is what a TPCH does; Treyz shows "TPCH"/processing center [C23, 1-23 and C57, 1-60 and C58, 5-10]).

11. With respect to **Claim 2 and 17**: Treyz discloses

delivering the vehicle to the customer after negotiating and prior to wirelessly enabling (Treyz shows user in possession of vehicle with computer in it plus downloading software wirelessly which enables new features [Fig 12 and 14 and C2, 52-65 and C 57, 7-20]).

12. With respect to **Claim 3 and 18**: Treyz discloses

installing is performed prior to negotiating (Treyz shows negotiation before and after installing (C2, 52-65 and C 57, 7-20)).

13. With respect to **Claim 4 and 19**: Treyz discloses

wherein installing is performed after negotiating (Treyz shows negotiation before and after installing (C2, 52-65 and C 57, 7-20).

14. With respect to **Claim 5**: Treyz discloses

wherein the plurality of possible remote control feature packages have respective different offering prices; and wherein the customer-selected remote control feature package has a negotiated price associated therewith (Treyz teaches wireless enabling of remote control feature packages, certainly/inherently they must have different offer prices depending upon package type/ what is ordered [C2, 52-65 and C 57, 7-20]. AND Treyz teaches negotiating prices for services [C2, 52-65 and C 57, 7-20]).

15. With respect to **Claim 6**: Treyz discloses

negotiating and wirelessly enabling are performed by respective different entities; and further comprising sharing revenue between the different entities and based on the negotiated price for the customer-selected remote control feature package (This is what a TPCH does; Treyz shows "TPCH"/processing center [C23, 1-23 and C57, 1-60 and C58, 5-10]).

16. With respect to **Claim 7**: Treyz discloses

providing the universal remote control device; wherein the installing, negotiating, and wirelessly enabling are provided by respective different entities; and further comprising sharing revenue between the different entities and based on the negotiating price for the customer-selected remote control feature package (This is what a TPCH does; Treyz shows "TPCH"/processing center [C23, 1-23 and C57, 1-60 and C58, 5-10]).

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17. With respect to **Claim 8 and 20**: Treyz discloses

wherein the providing and wirelessly enabling are provided by a same entity (C22, 45-57 "single service provider").

18. With respect to **Claim 9 and 21**: Treyz discloses

wherein negotiating is performed by a vehicle dealer; and wherein installing is performed after vehicle delivery to the vehicle dealer (Treyz shows multiple ways of installing a personal computer/"universal remote control device" in car [C13, 12-37] including after delivery to user/manufacture/vehicle dealer/"third party installer" [C13, 12-37 and C16, 35-47 and C17, 14-27 and C18, 40-65 user/manufacture/vehicle dealer/"third party installer"])).

19. With respect to **Claim 10 and 22**: discloses

wherein negotiating is performed by a vehicle dealer; and wherein installing is performed prior to vehicle delivery to the vehicle dealer (Treyz shows multiple ways of installing a personal computer/"universal remote control device" in car [C13, 12-37] including after delivery to user/manufacture/vehicle dealer/"third party installer" [C13, 12-37 and C16, 35-47 and C17, 14-27 and C18, 40-65 user/manufacture/vehicle dealer/"third party installer"])).

20. With respect to **Claim 11 and 23**: Treyz discloses

installing comprises installing the universal remote control device perform at least one of security, remote keyless entry and remote engine starting features associated with respective customer-selected remote control feature packages (C16, 35-47 and C2, 1-5 and Fig 17, 356).

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21. With respect to **Claim 12 and 24**: Treyz discloses
security comprises vehicle position tracking (C1, 35-45 and C2, 24-30).
22. With respect to **Claim 13**: Treyz discloses
the universal remote control device comprises a GPS receiver for performing the
vehicle position tracking (C1, 37-45).
23. With respect to **Claim 14 and 25**: Treyz discloses
the wireless receiver comprises a cellular radio receiver; and wherein the
wirelessly enabling comprises using a cellular radio transmitter (Fig 11 and C18, 40-68
and C17, 14-26 and Fig 12, 294).
24. With respect to **Claim 15 and 26**: Treyz discloses
the vehicle comprises a data communication bus extending there through; and
wherein installing comprises connecting the universal remote control device to the
vehicle data communication bus (C15, 40-47 "communications bus").
25. With respect to **Claim 27**: Treyz discloses
A system for providing a customer-selected remote control feature package in a
vehicle, the system comprising:
 - (a) a universal remote control device for installation in the vehicle, said universal
remote control device comprising a controller and a wireless receiver cooperating
therewith for permitting wireless enabling of the customer-selected remote control
feature package from among a plurality of possible remote control feature packages
(Fig 17 and C18, 40-69); and
 - (b) customer-selected remote control feature package processing station for

- (i) receiving an order for the customer-selected remote control feature package (Fig 16, 352 and "TPCH" discussed above),
 - (ii) wirelessly enabling the customer- selected remote control package for the universal remote control device based upon the order (C18, 40-69), and
 - (iii) sharing revenue among different entities based upon the customer-selected remote control feature package (C18, 40-69).
26. With respect to **Claim 28**: Treyz discloses customer-selected remote control feature package processing station comprises an accounting database for sharing the revenue (C22, 54-56).
27. With respect to **Claim 29**: Treyz discloses universal remote control device performs at least one security, remote keyless entry and remote engine starting features associated with respective customer- selected remote control feature packages (Fig 17).
28. With respect to **Claim 30**: Treyz discloses universal remote control device comprises a GPS receiver for performing vehicle position tracking (C1, 36-47).
29. With respect to **Claim 31**: Treyz discloses wireless receiver comprises a cellular radio receiver; and wherein said processing station wirelessly enables the customer-selected remote control feature package using a cellular radio transmitter (C12, 21-44).
30. With respect to **Claim 32**: Treyz discloses

the vehicle comprises a data communication bus extending there through; and wherein said universal remote control device interfaces to the vehicle data communication bus (Fig 7 and C16, 40-47).

Response to Arguments

1. Applicant's arguments filed 10/8/2006 have been fully considered but they are not persuasive.
2. In response to Claim 6: again it is unclear to examiner what is "...based on the negotiated price for the customer-selected remote control feature package (RCFP); is it the shared revenue or the wirelessly enabling or both? For purposes of examination all have been considered.
3. With respect to Applicants arguments pg 13 Order of Steps, Examiner uses law of Applicants cited case *Interactive Gift (256 F.3d 1323)*; the test/factors are as follows:

A process claim may be limited to the performance of its steps in order when:

 - I. When the method steps implicitly require that they be performed in the order written;
 - II. When the sequential nature of the claim steps is apparent from the plain meaning of the claim language; and
 - III. When there is reason why the claim needs to be construed to require that the steps be performed in the order written.

In the present case it is implicit that the method steps are required to be in order because step (c) "...customer selected..." cannot come before a or b. Applying (II.) from above it was quite apparent that given the plain meaning of the claims the order is

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install box, negotiate price and purchase, enable accordingly. (III) and certainly again there is in this case reason why claim had to be construed to require the steps be performed in order written. For instance if step (b) was before a the "negotiation" would certainly be a different step because the dealer or seller of vehicle would have in back of mind that must include in cost and negotiations the price of box and/or installation thereof.

4. In response to bottom of page 14 and 15; the invention is a method of providing a selected "remote control feature package" (RCFP)/services in a vehicle. Examiner reading the claims with the broadest reasonable interpretation in light of the specification finds that the invention is essentially installing before or after sale of vehicle some type of box or computer which Applicant chooses to call a "universal remote control device" into a car. Said box including wire bus/processor/ and types of wirelessly enabling means. Then allowing at some point thereafter/or/before a purchaser of the computer/box that is installed in vehicle a purchaser of the box to pay a negotiated fee (C2,52-65; C22, 10-35, and C57, 7-20) to enable certain services/remote control features or a package thereof.

It is implicit/inherent/ taught in the reference and known to all business people/carsales men/ lay person that have been involved with the sale of nearly every type of product there are negotiations as to price. This is most notorious in the sale of cars and associated add-ons/remote control features associated therewith. The fact that Treyz teaches a computer/box/URCD that at any/some point a purchaser of the device is negotiating for svcs/RMCF and then having the requested services wirelessly

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enabled, wherein the services taught by Treyz are GPS/key remote etc; and this alone falls within the metes and bounds of Applicants claimed invention and thus by definition is an anticipation of the claims.

Lastly in direct response to page , bottom of page that "...negotiating sale or lease of the vehicle with the customer." simply is not found; let us pray to the patent gods that this is not what Applicant believes is novel about invention. For it is with certainty the primary reference teaches a car that this step is taught.

Conclusion

5. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

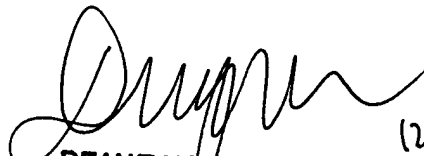
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Matthew L. Brooks whose telephone number is (571) 272-8112. The examiner can normally be reached on Monday - Friday; 8 AM - 5 PM.

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If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-8112. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

MLB
12/11/06


12/11/06
DEAN T. NGUYEN
PRIMARY EXAMINER